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**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re: **Daryl D. Rogers**
1663 Peacock Court
Lewisville, TX 75077

xxx-xx-6595

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Case No: **18-34197-13**

Date: **2/25/2019**

Chapter 13

Lovie Tasker-Rogers
1663 Peacock Court
Lewisville, TX 75077

xxx-xx-0262

Debtor(s)

**AMENDED 2/25/2019
DEBTOR'S(S) CHAPTER 13 PLAN
(CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☒ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☐ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: **\$5,000.00**

Plan Term: **60 months**

Plan Base: **\$300,000.00**

Applicable Commitment Period: **60 months**

Value of Non-exempt property per § 1325(a)(4): **\$11,710.00**

Monthly Disposable Income per § 1325(b)(2): **\$0.00**

Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No: 18-34197-13
 Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$5,000.00 per month, months 1 to 60.

For a total of \$300,000.00 (estimated "*Base Amount*").

First payment is due 1/17/2019.

The applicable commitment period ("ACP") is 60 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the *Debtor(s)*, shall be no less than:
\$0.00.

Debtor's(s') equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:
\$11,710.00.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
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C. **ATTORNEY FEES:** To Price and Price Law Firm, total: \$4,200.00;
\$150.00 Pre-petition; \$4,050.00 disbursed by the *Trustee*.

Case No: 18-34197-13

Debtor(s): **Daryl D. Rogers****Lovie Tasker-Rogers****D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Texans Credit Union 1663 Peacock Court	\$2,658.52	12/1/2018	0.00%	Month(s) 1-51	Pro-Rata

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
Texans Credit Union 1663 Peacock Court	59 month(s)	\$1,375.00	02/01/2019

D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Texans Credit Union 1663 Peacock Court	\$1,375.00	1/2019	0.00%	Month(s) 1-51	Pro-Rata

E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
Texans Credit Union 2011 Mercedes S550 (approx. 27200 mile)	\$29,222.64	\$29,222.64	3.44%	Month(s) 4-55	\$618.84

B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
BMO Harris Bank Truck and Trailer	\$82,828.65	\$82,828.65	6.25%		Pro-Rata
Brazos County Tax Assessor 1663 Peacock Court	\$82.30	\$82.30	12.00%		Pro-Rata
Denton County 1663 Peacock Court	\$4,605.03	\$4,605.03	12.00%		Pro-Rata
Lewisville ISD 1663 Peacock Court	\$16,861.67	\$16,861.67	12.00%		Pro-Rata

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

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Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
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H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: _____

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
ADT Security Services	\$315.34	
ADT Security Services	\$209.27	
BBVA Compass	\$15,164.80	
BBVA Compass	\$10,314.26	
CBCS	\$574.75	
Cc Waco/Financial Control Services	\$328.00	
Cc Waco/Financial Control Services	\$25.00	
Credit Collection Service	\$146.02	
Navient	\$13,660.00	
NCO Financial Systems, Inc.	\$5,005.89	
Quest Diagnostics	\$105.46	
Quest Diagnostics	\$86.65	
Saf/trustudent	\$5,540.00	
Saf/trustudent	\$5,506.00	
Saf/trustudent	\$2,749.00	
Saf/trustudent	\$2,645.00	
Saf/trustudent	\$1,424.00	
Saf/trustudent	\$591.00	
Texans Credit Union	\$2,947.00	
Texans Credit Union	\$2,436.00	
Verizon	\$605.71	

TOTAL SCHEDULED UNSECURED: \$70,379.15The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 39%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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SECTION II
DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

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 Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the ***Debtor's(s')*** Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

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Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

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Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

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 Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

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Debtor(s): **Daryl D. Rogers**

Lovie Tasker-Rogers

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

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Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Megan K. Price

Megan K. Price, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Megan K. Price

Megan K. Price, Debtor's(s') Counsel

24065926

State Bar Number

/s/ Daryl D. Rogers

Daryl D. Rogers, Debtor

/s/ Lovie Tasker-Rogers

Lovie Tasker-Rogers, Joint Debtor

Case No: 18-34197-13
 Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **25th day of February, 2019** :

(List each party served, specifying the name and address of each party)

Dated: **February 25, 2019**

/s/ Megan K. Price

Megan K. Price, Debtor's(s') Counsel

ADT Security Services
 xxxxx xxxxx4073
 Attn: Bankruptcy Dept
 14200 E. Exposition Avenue
 Aurora, CO 80012

BMO Harris Bank
 xxxxxx1-001
 PO Box 71951
 Chicago, IL 60604

Credit Collection Service
 xxxxx6246
 PO Box 773
 Needham, MA 02494

ADT Security Services
 xxx1552
 Attn: Bankruptcy Dept
 14200 E. Exposition Avenue
 Aurora, CO 80012

Brazos County Tax Assessor
 4151 Park Court
 Bryan, Texas 77802

Daryl D. Rogers
 P.O. Box 292278
 Lewisville, TX 75029

Attorney General of Texas
 Child Support Division
 OAG/CSD/Mail Code 38
 PO Box 12017
 Austin, TX 78711-2017

CBCS
 xxxx1068
 PO Box 2589
 Columbus, OH 43216

Denton County
 P.O. Box 90223
 Denton, Texas 76202-5223

Attorney General of Texas
 Collections Div./Bankruptcy
 PO Box 12548
 Austin, Texas 78711-2548

Cc Waco/Financial Control Services
 xxxxxxxxxxxxxx1626
 6801 Sanger Ave
 Suite 195
 Waco, TX 76702

Equifax
 P.O. Box 740241
 Atlanta, GA 30348

BBVA Compass
 xxxxxx4043
 P.O. Box 830696
 Birmingham, AL 35283-0696

Cc Waco/Financial Control Services
 xxxxxxxxxxxxxx1625
 6801 Sanger Ave
 Suite 195
 Waco, TX 76702

Experian
 701 Experian Pkwy.
 Allen, TX 75013-3713

BBVA Compass
 3281
 P.O. Box 2210
 Decatur, AL 35699

Comptroller of Public Accounts
 Revenue Accounting Division
 Bankruptcy Section
 PO Box 13528
 Austin, TX 78711

Internal Revenue Service
 Special Procedures
 1100 Commerce St.
 Rm. 9A20 MC 5024DAL
 Dallas, TX 75242

Case No: 18-34197-13

Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers

Internal Revenue Service Special Procedures-Insolvency PO Box 7346 Philadelphia, PA 19101-7346 Use on all cases	Quest Diagnostics xxxxxx7051 P.O. Box 740799 Cincinnati, OH 45274-0779	Saf/trustudent xxxxxxxxxxxx0002 2500 E Broadway St Helena, MT 59601
Lewisville ISD c/o Sherrel Knighton 2777 N. Stemmons Fwy Ste 1000 Dallas, Texas 75207	Quest Diagnostics xxxxxx8635 P.O. Box 740799 Cincinnati, OH 45274-0779	Saf/trustudent xxxxxxxxxxxx0003 2500 E Broadway St Helena, MT 59601
McCreary Veselka et al P.O. Box 1269 Round Rock, Texas 78680	Quest Diagnostics xxxxxx2061 P.O. Box 740799 Cincinnati, OH 45274-0779	Texans Credit Union xxxxxxx0487 Po Box 853912 Richardson, TX 75085
Medical Center of Lewisville 500 W. Main Street Lewisville, Texas 75075	Questcare ER Lewisville P.O. Box 201611 Dallas, TX 75320	Texans Credit Union xxxxxxx5568 Po Box 853912 Richardson, TX 75085
Navient xxxxxxxxxxxxxxxxxxxx0825 Attn: Claims Dept PO Box 9500 Wilkes-Barr, PA 18773	Saf/trustudent xxxxxxxxxxxx0006 2500 E Broadway St Helena, MT 59601	Texans Credit Union xxxxxx6763 Po Box 853912 Richardson, TX 75085
NCO Financial Services P.O. Box 15618 Dept 38 Wilmington, DE 19850	Saf/trustudent xxxxxxxxxxxx0005 2500 E Broadway St Helena, MT 59601	Texans Credit Union xxxxxx0261 Po Box 853912 Richardson, TX 75085
NCO Financial Systems, Inc. xxxxx9983 2360 Campbell Creek Suite 500 Richardson, Texas 75082	Saf/trustudent xxxxxxxxxxxx0001 2500 E Broadway St Helena, MT 59601	Texas Alcoholic Beverage Comm Licenses & Permits Division PO Box 13127 Austin, TX 78711-3127
Office of the United States Attorney 1100 Commerce St, 3rd Floor Dallas, TX 75242	Saf/trustudent xxxxxxxxxxxx0004 2500 E Broadway St Helena, MT 59601	Texas Workforce Commission TEC Building - Bankruptcy 101 E. 15th St. Austin, TX 78778

Case No: 18-34197-13

Debtor(s): **Daryl D. Rogers**
Lovie Tasker-Rogers

Thomas Powers
105 Decker Court
Ste 1150
Irving, TX 75062

Thomas Powers
125 E. John Capenter Freeway
Suite 1100
Irving, TX 75062

Trans Union
PO Box 1000
Chester, PA 19022

United States Attorney General
US Department of Justice Bldg
10th & Constitution Ave
Washington, DC 20530

Verizon
xx xxxx xxxx xxxx92 01
P.O. Box 920041
Dallas, TX 75392-0041

William T. Neary
Office of the United States Trustee
1100 Commerce St., Room 976
Dallas, TX 75242

Price and Price Law Firm

Suite 400
10,000 N Central Expwy
Dallas, TX 75231

Bar Number: **24065926**

Phone: **(214) 696-9601**

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

Revised 10/1/2016

IN RE: **Daryl D. Rogers**
1663 Peacock Court
Lewisville, TX 75077

xxx-xx-6595

§
§
§
§
§

CASE NO: **18-34197-13**

Lovie Tasker-Rogers
1663 Peacock Court
Lewisville, TX 75077

xxx-xx-0262

Debtor(s)

AMENDED 2/25/2019

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS

DATED: **2/25/2019**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	\$5,000.00	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$499.50	\$500.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$36.75	\$0.00
Subtotal Expenses/Fees	\$541.25	\$500.00
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$4,458.75	\$4,500.00

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Texans Credit Union	2011 Mercedes S550 (approx. 272	\$29,222.64	\$29,222.64	1.25%	\$365.28

Total Adequate Protection Payments for Creditors Secured by Vehicles:

\$365.28

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Texans Credit Union	1663 Peacock Court	02/01/2019	\$129,099.31	\$309,487.00	\$1,375.00

Payments for Current Post-Petition Mortgage Payments (Conduit):

\$1,375.00

Case No: 18-34197-13
 Debtor(s): Daryl D. Rogers
 Lovie Tasker-Rogers

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
BMO Harris Bank	Truck and Trailer	\$82,828.65	\$82,828.65	1.25%	\$1,035.36

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$1,035.36**

TOTAL PRE-CONFIRMATION PAYMENTS**First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$1,375.00**
 Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$365.28**
 Debtor's Attorney, per mo: **\$1,683.11**
 Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$1,035.36**

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$1,375.00**
 Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$365.28**
 Debtor's Attorney, per mo: **\$1,724.36**
 Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$1,035.36**

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 2/25/2019

/s/ Megan K. Price

Attorney for Debtor(s)

/s/ Daryl D. Rogers

Debtor

/s/ Lovie Tasker-Rogers

Joint Debtor

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: **Daryl D. Rogers**

Debtor

CASE NO. **18-34197-13**

Lovie Tasker-Rogers

Joint Debtor

CHAPTER **13**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on February 25, 2019, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Megan K. Price

Megan K. Price
Bar ID:24065926
Price and Price Law Firm
Suite 400
10,000 N Central Expwy
Dallas, TX 75231
(214) 696-9601

ADT Security Services
xxxxx xxxxx4073
Attn: Bankruptcy Dept
14200 E. Exposition Avenue
Aurora, CO 80012

BBVA Compass
xxxxxx4043
P.O. Box 830696
Birmingham, AL 35283-0696

CBCS
xxxx1068
PO Box 2589
Columbus, OH 43216

ADT Security Services
xxx1552
Attn: Bankruptcy Dept
14200 E. Exposition Avenue
Aurora, CO 80012

BBVA Compass
3281
P.O. Box 2210
Decatur, AL 35699

Cc Waco/Financial Control Services
xxxxxxxxxxxx1626
6801 Sanger Ave
Suite 195
Waco, TX 76702

Attorney General of Texas
Child Support Division
OAG/CSD/Mail Code 38
PO Box 12017
Austin, TX 78711-2017

BMO Harris Bank
xxxxxx1-001
PO Box 71951
Chicago, IL 60604

Cc Waco/Financial Control Services
xxxxxxxxxxxx1625
6801 Sanger Ave
Suite 195
Waco, TX 76702

Attorney General of Texas
Collections Div./Bankruptcy
PO Box 12548
Austin, Texas 78711-2548

Brazos County Tax Assessor
4151 Park Court
Bryan, Texas 77802

Comptroller of Public Accounts
Revenue Accounting Division
Bankruptcy Section
PO Box 13528
Austin, TX 78711

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: **Daryl D. Rogers***Debtor*CASE NO. **18-34197-13****Lovie Tasker-Rogers***Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Credit Collection Service
xxxx6246
PO Box 773
Needham, MA 02494

Internal Revenue Service
Special Procedures-Insolvency
PO Box 7346
Philadelphia, PA 19101-7346
Use on all cases

NCO Financial Systems, Inc.
xxxxx9983
2360 Campbell Creek
Suite 500
Richardson, Texas 75082

Daryl D. Rogers
P.O. Box 292278
Lewisville, TX 75029

Lewisville ISD
c/o Sherrel Knighton
2777 N. Stemmons Fwy
Ste 1000
Dallas, Texas 75207

Office of the United States Attorney
1100 Commerce St, 3rd Floor
Dallas, TX 75242

Denton County
P.O. Box 90223
Denton, Texas 76202-5223

McCreary Veselka et al
P.O. Box 1269
Round Rock, Texas 78680

Quest Diagnostics
xxxxxx7051
P.O. Box 740799
Cincinnati, OH 45274-0779

Equifax
P.O. Box 740241
Atlanta, GA 30348

Medical Center of Lewisville
500 W. Main Street
Lewisville, Texas 75075

Quest Diagnostics
xxxxxx8635
P.O. Box 740799
Cincinnati, OH 45274-0779

Experian
701 Experian Pkwy.
Allen, TX 75013-3713

Navient
xxxxxxxxxxxxxxxxxxxx0825
Attn: Claims Dept
PO Box 9500
Wilkes-Barr, PA 18773

Quest Diagnostics
xxxxxx2061
P.O. Box 740799
Cincinnati, OH 45274-0779

Internal Revenue Service
Special Procedures
1100 Commerce St.
Rm. 9A20 MC 5024DAL
Dallas, TX 75242

NCO Financial Services
P.O. Box 15618
Dept 38
Wilmington, DE 19850

Questcare ER Lewisville
P.O. Box 201611
Dallas, TX 75320

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: **Daryl D. Rogers***Debtor*CASE NO. **18-34197-13****Lovie Tasker-Rogers***Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #2)

Saf/trustudent
xxxxxxxxxxxxx0006
2500 E Broadway St
Helena, MT 59601

Texans Credit Union
xxxxxxx0487
Po Box 853912
Richardson, TX 75085

Thomas Powers
105 Decker Court
Ste 1150
Irving, TX 75062

Saf/trustudent
xxxxxxxxxxxxx0005
2500 E Broadway St
Helena, MT 59601

Texans Credit Union
xxxxxxx5568
Po Box 853912
Richardson, TX 75085

Thomas Powers
125 E. John Capenter Freeway
Suite 1100
Irving, TX 75062

Saf/trustudent
xxxxxxxxxxxxx0001
2500 E Broadway St
Helena, MT 59601

Texans Credit Union
xxxxxxx6763
Po Box 853912
Richardson, TX 75085

Trans Union
PO Box 1000
Chester, PA 19022

Saf/trustudent
xxxxxxxxxxxxx0004
2500 E Broadway St
Helena, MT 59601

Texans Credit Union
xxxxxxx0261
Po Box 853912
Richardson, TX 75085

United States Attorney General
US Department of Justice Bldg
10th & Constitution Ave
Washington, DC 20530

Saf/trustudent
xxxxxxxxxxxxx0002
2500 E Broadway St
Helena, MT 59601

Texas Alcoholic Beverage Comm
Licenses & Permits Division
PO Box 13127
Austin, TX 78711-3127

Verizon
xx xxxx xxxx xxxx92 01
P.O. Box 920041
Dallas, TX 75392-0041

Saf/trustudent
xxxxxxxxxxxxx0003
2500 E Broadway St
Helena, MT 59601

Texas Workforce Commission
TEC Building - Bankruptcy
101 E. 15th St.
Austin, TX 78778

William T. Neary
Office of the United States Trustee
1100 Commerce St., Room 976
Dallas, TX 75242